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1997-99 COLLECTIVE BARGAINING  
AGREEMENT

BY AND BETWEEN

THE CITY OF BINGHAMTON  
AND  
THE BINGHAMTON  
POLICE BENEVOLENT ASSOCIATION, INC.

**RECEIVED**

AUG 23 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

TABLE OF CONTENTS

Preamble..... 1  
Witnesseth..... 1  
Agreement..... 1  
Section 1.....Recognition..... 2  
Section 1A.....The Collective Bargaining Unit..... 2  
Section 2.....Strike Prohibition..... 2  
Section 3.....Union Dues..... 2  
Section 3A.....Agency Shop..... 3  
Section 3B.....Pay Day..... 3  
Section 4.....Management Rights..... 3  
Section 5.....Binghamton PBA Receives..... 3  
Section 6.....Holidays..... 4  
Section 7.....Hours of Work and Overtime..... 5  
Section 8.....Compensatory Time..... 6  
Section 9.....Vacation..... 6  
Section 10.....Sick Leave..... 7  
Section 11.....Death Benefits..... 7  
Section 12.....Personal Leave..... 8  
Section 13.....Maternity Leave..... 9  
Section 14.....Health Insurance..... 9  
Section 15.....Uniform Allowance..... 10  
Section 16.....Retirement Plan..... 10  
Section 17.....Release Time for PBA Business..... 11  
Section 18.....Grievances..... 11  
Section 19.....Personnel Record Review..... 12  
Section 20.....Duration..... 13  
Section 21.....Legislative Action..... 13  
Section 22.....Salary..... 13  
Section 23.....Shift Differential..... 14  
Section 24.....College Degree Incentive Pay..... 14

Section 25 [Deleted]

Section 26.....Firearms Qualification..... 14

Section 27.....Police Labor-Management Committee..... 15

Section 28.....Work Schedule..... 15

Section 29.....Execution..... 16

Section 30.....Saving Clause..... 16

Section 31.....Retirement Incentive..... 16

Section 32.....Retroactivity..... 16

## PREAMBLE

This agreement entered into by and between the CITY OF BINGHAMTON, BROOME COUNTY, NEW YORK and the BINGHAMTON POLICE BENEVOLENT ASSOCIATION, INC. for the purpose of establishing for those employees covered by this agreement equitable and uniform wage rates and working conditions compatible with joint responsibilities of the City and its employees to serve the public. It shall be the further purpose of this agreement of the parties to promote the highest degree of effectiveness in the conduct of the City's services.

## WITNESSETH

It is mutually agreed and understood that this agreement is made and executed pursuant to the Public Employees Fair Employment Act, Article 14 of the Civil Service Law of the State of New York, as now is in effect and as may hereinafter be amended from time to time, and also pursuant to the provisions of the Local Laws, Ordinances and Regulations of the City of Binghamton.

For purposes of this agreement, the parties hereto shall be hereinafter referred to as follows:

- (a) City of Binghamton, "City"
- (b) Binghamton Police Benevolent Association, Inc., "PBA"

## AGREEMENT

THIS AGREEMENT is entered into this 30th day of April, 1997 by and between the CITY OF BINGHAMTON, NEW YORK (hereinafter referred to as "City", and THE BINGHAMTON POLICE BENEVOLENT ASSOCIATION, INC., (hereinafter referred to as "PBA").

## 1. RECOGNITION

The City, pursuant to Section 207 of the Public Employees Fair Employment Act, hereby recognizes the PBA as the exclusive representative for purposes of collective bargaining and grievances for all members of the Police Bureau covered by this contract.

### 1A. THE COLLECTIVE BARGAINING UNIT

The appropriate collective bargaining unit covered by this Agreement shall be all police officers (hereinafter referred to as collectively as "members" of the bargaining unit, or individually, as a "member" of the bargaining unit), employed in the Police Department of the City (hereinafter referred to as the "Department"), with the exception of the Chief of the Department (hereinafter referred to as the "Chief").

## 2. STRIKE PROHIBITION

The PBA affirms that it does not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

## 3. UNION DUES

A. The City agrees to withhold union membership dues from the pay of each member of the unit who authorizes said withholding in writing to the Comptroller.

1. The amount of said union dues shall be that amount certified in writing by the elected officers of the union to the comptroller. The amount to be withheld shall be a fixed amount per pay period, per member, and shall not fluctuate with hours worked or any other variable function.

B. The City agrees to withhold a life insurance payment, in an amount certified in writing by the elected officers of the union to the comptroller from the pay of each member of the unit who authorizes the withholding of union dues in writing to the comptroller.

C. The total amount of the aforementioned deductions shall be transmitted each month to the designated financial officer of the PBA, together with a list of employees from whom the deduction were made.

D. Within 10 days of the execution of this agreement, the union shall furnish to the comptroller a roster of members from whom dues are expected to be withheld, and said roster shall be updated at no more than one year intervals.

E. The union agrees to indemnify and hold harmless the City from any cause of action, claim, loss or damages incurred as a result of this section. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deduction; and, upon forwarding payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

### 3A. AGENCY SHOP

The City shall recognize the form of union security known, in accordance with the Civil Service Law, as the "agency shop". Any member of the bargaining unit who is employed as of January 1, 1987 who is not an Association member, and who does not make application for membership in the Association within thirty (30) days after the execution of this Agreement, and any member who is appointed after January 1, 1987, and during the term of this Agreement, who does not make application for membership in the Association within thirty (30) days after the member's appointment, and any Association member who, during the term of this Agreement, is removed from the membership in the Association, shall, as a condition of employment, have deducted from the member's bi-weekly wage, for payment to the Association by the City, an amount of money to be called the "agency shop fee" equal to the regular Association bi-weekly dues, as a contribution towards the administration of this Agreement.

The Association shall establish and maintain a procedure providing for the refund to any member demanding the return of any part of an agency shop fee which represents the member's pro-rata share of expenditures by the Association in aid of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment. Nothing herein shall be deemed to require a member to become an Association member.

### 3B. PAY DAY

The members of the bargaining unit shall be paid on a bi-weekly basis absent of extraordinary circumstances. Pay checks shall be available on the day preceding pay day by 5:00 PM.

### 4. MANAGEMENT RIGHTS

It is recognized that the management of the City government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City, except as otherwise specifically limited in this Agreement.

5. BINGHAMTON PBA RECEIVES:

A. New Classifications. The City agrees that in the event it establishes new classifications, it will furnish the PBA with the new job descriptions.

B. Monthly Meetings. The PBA shall be allowed to use the Roll Call Room or Classroom in Police Headquarters for monthly meetings, if scheduled in advance, at no cost to the PBA.

C. Storage of Equipment. The PBA shall be allowed to store ordinary and necessary PBA equipment, including filing cabinets, at no cost to the PBA, and in an area readily available to its members.

D. Bulletin Boards. The PBA shall have the right to post notices and communications upon the bulletin boards maintained in the locker room, and Roll Call Room of Police Headquarters. The material posted shall be restricted to union business and will not contain salacious or non-union political material.

6. HOLIDAYS

A. The following dates shall be holidays for all members of the Police Bureau covered by this contract:

	1997	1998	1999
New Year's Day	01/01/97	01/01/98	01/01/99
Martin Luther King, Jr. Day	01/15/97	01/15/98	01/15/99
Lincoln's Birthday	02/12/97	02/12/98	02/12/99
Washington's Birthday	02/22/97	02/22/98	02/22/99
Easter Sunday	03/30/97	04/12/98	04/04/99
Memorial Day	05/30/97	05/30/98	05/30/99
Independence Day	07/04/97	07/04/98	07/04/99
Labor Day	09/01/97	09/07/98	09/06/99
Columbus Day	10/12/97	10/12/98	10/12/99
Veterans Day	11/11/97	11/11/98	11/11/99
Thanksgiving Day	11/27/97	11/26/98	11/25/99
Christmas Day	12/25/97	12/25/98	12/25/99

B. In addition to the above holidays, members of the Police Bureau covered by this Agreement shall also receive the benefit of all other holidays designated or observed by the City, which are added to the administration list of official holidays (i.e.: times when City Hall is closed except for essential services) provided such holidays are added to the current list of official holidays after the execution of this Agreement. This shall include a determination by the administration to declare a one-time holiday as well as a determination by the administration to increase the



number of official City Hall holidays. It is agreed that this section does not cover holidays that are designated and observed by other bargaining units through contract negotiations.

C. All police officers covered by this Agreement who do not work on holidays shall be credited with one day's compensatory time, and all of said officers who work on holidays shall be credited with two days' compensatory time. The administration of compensatory time shall be in accordance with the bureau rules and regulations.

D. Each employee shall be allowed to carry over the use of the Christmas holiday to be carried over until March 1 of each successive year following the Christmas holiday to be carried over.

## 7. HOURS OF WORK AND OVERTIME

A. All overtime in excess of an eight hour workday required of members of the Police Bureau and not covered in the compensatory time provisions shall be compensated at the rate of one and one-half times the officer's hourly pay rate.

B. Any required appearance pursuant to an Officers Duties, shall be compensated at a rate of one and one-half times said Officers regular rate of pay up to the start of the Officers regular shift, at which time he/she shall be compensated at his/her regular rate of pay. These provisions shall not apply to an Officer's appearance as the Respondent in a Section 75 disciplinary matter or as a Defendant in a criminal matter, unless the Officer is ultimately exonerated. In situations where the Officer reports more than two hours prior to the next regularly scheduled tour of duty, a minimum of three hours overtime pay is guaranteed. The three-hour guarantee is not applicable to situations where the overtime period overlaps or is continuous with the regularly scheduled tour of duty.

C. All members of the Police Bureau who are required to report to In service Training schedules on off-duty hours shall be compensated at the rate of one and one-half times the officer's hourly rate except as modified below.

D. A police officer after one year service in the Bureau may be granted leave with full pay for advanced study in the Police Science Course at any accredited College upon recommendation of his/her superior and concurrence by the Chief of Police, which recommendations shall be submitted to the City Council of Binghamton for approval and authorization. A police officer receiving said authorization shall work in the Bureau when not in attendance at said college and, upon completion of the program, shall execute an Agreement to continue with the Bureau for at

least the amount of time spent in advance study.

E. If a police officer is directed to attend a school or seminar or any special assignment on Monday through Friday for a week or more in duration then the City has the right to change days off of the police officer to schedule Saturday and Sunday as the days off. If the police officer attends a school or seminar or any special assignment for less than a week, then the police officer shall be paid time and a half for attendance during the police officer's regularly scheduled days off or compensatory time at time and a half in the sole discretion of the police officer.

#### 8. COMPENSATORY TIME

A. In the event a police officer is unable to use accumulated compensatory time, he/she shall be paid in lieu thereof at his/her regular hourly pay rate at time of payment.

B. Each police officer shall be allowed to accumulate a maximum of 56 hours effective January 1, 1997; 64 hours effective January 1, 1998 and 80 hours effective January 1, 1999.

C. Payment of compensatory time shall be made on or before December 15 each year unless December 15 is on a weekend or holiday in which case payment shall be made on the next succeeding workday.

#### 9. VACATION

A. Each employee hired by the City prior to January 1, 1987:

1. Shall be entitled to:
  - a. five paid vacation days after six months of service;
  - b. ten paid vacation days after one year of service;
  - c. twenty paid vacation days after two years of service;

B. Each employee hired by the City after January 1, 1987;

1. Shall be entitled to:
  - a. five paid vacation days after six months of service;
  - b. ten paid vacation days after one year of service;
  - c. fifteen paid vacation days after three years of service;
  - d. twenty paid vacations days after four years of service;

C. Commencing on January 1, 1988 an employee shall be entitled to twenty-two paid vacation days after seventeen years of service.

D. General Provisions

E. 1. Vacation is not cumulative from one calendar year to the next.

2. Vacation shall be administered by the Bureau Head.

3. Vacation assignments shall be based upon seniority.

4. Upon retirement, employees with seventeen years or more of service shall receive twenty-two working days of vacation. Employees who retire with less than seventeen years' service will receive a pro-rated portion of their annual vacation as follows:

If the retirement occurs on or before June 30th--eleven working days. If the retirement occurs on or after July 1--twenty-two working days. The above rules regarding vacation time due at retirement cover only those days of vacation time which were unused prior to retirement. In no event shall an employee who retires or otherwise terminates employment with the Police Bureau receive more than twenty-two working days of vacation time in any one year.

10. SICK LEAVE

A. Sick leave shall be accumulated by members of the Police Bureau on the basis of one day per month.

B. (1) Effective 1/1/97 Police Officers with fifteen (15) or more years of service will be paid for one-half of their unused accumulated sick time up to a maximum of one hundred twenty (120) accumulated days with a maximum pay out of sixty (60) days, upon retirement or leaving service. Payment shall be at the rate set forth in this Agreement. Sick leave payout shall be computed solely on the number of sick days accrued as an employee of the police department. (2) Effective 1/1/98 Police Officers with fifteen (15) or more years of service will be paid for one-half of their unused accumulated sick time up to a maximum of one hundred forty (140) accumulated days with a maximum pay out of seventy (70) days, upon retirement or leaving service. Payment shall be at the rate set forth in this Agreement. Sick leave payout shall be computed solely on the number of sick days accrued as an employee of the police department.

C. Effective January 1, 1997, an officer may choose to accept his/her sick leave payout either in cash or by acceptance of paid up health insurance coverage.

11. DEATH BENEFITS

A. Unused compensatory time, overtime, holiday and vacation pay shall be paid to the Bureau member's surviving spouse or estate within thirty days of the termination of employment because of death.

B. The City agrees to continue the provisions of General Municipal Law Section 208-b to provide death benefits for beneficiaries of Police Officers of the City of Binghamton.

C. Until January 1, 1998, the City shall pay to the Police Officer's surviving spouse or, if there be none, to the beneficiary or estate of an officer with fifteen (15) or more years of service, one-half of his unused accumulated sick time up to a maximum of one hundred twenty (120) accumulated days with a maximum pay out of 60 days. For example, an eligible employee with 100 accumulated days would receive a payment of 50 days pursuant to this paragraph. Commencing January 1, 1998, the City shall pay to the officers surviving spouse or, if there be none, to the beneficiary or estate of an officer with fifteen years of service, one half of his unused sick time up to a maximum of one hundred and forty (140) accumulated days with a maximum payout of seventy (70) days. Such payment shall be made within thirty (30) days of termination of employment because of death. Payment shall be at the rate set forth in this agreement. Sick leave payout shall be computed solely on the number of sick days accrued as a member of the police department. The City agrees to give the surviving spouse the choice between the cash payout and an equal dollar amount of paid up health insurance. If surviving spouse elects to accept the coverage, at any time during this period of coverage the spouse may opt to waive the coverage and request the balance of the monies due in cash.

D. Widows/Widowers Line of Duty Health Insurance: Effective January 1, 1997, the widow, widowers or surviving dependent children of a police officer killed in the line of duty shall continue to receive health insurance from the City of Binghamton at no cost for a period of one year; thereafter the widow, widower and/or dependent children shall be entitled to participate in the City's group Health Insurance plan at a rate equal to that of the City. The benefits contained in Section 11(C) above if any shall apply after this one-year period.

E. Widows/Widowers Line of Duty Death Sick Leave Payout: Effective January 1, 1997; notwithstanding the 15-year time limitations of Section 11(C), the City shall pay the surviving spouse, or if none, the surviving dependent children the accumulated unused sick time at the same rate as described in Section 11(C). The City hereby waives the 15-year service requirement set forth in Section 11 (C).

## 12. PERSONAL LEAVE

Employees shall be entitled to three (3) personal leave days annually for 1997, 1998 and 1999. Requests for such leave shall be made at least twenty-four hours in advance, except in cases of emergency. Personal leave shall not be cumulative, must be used

within the calendar year and shall be granted with permission of the Bureau Head.

### 13. MATERNITY LEAVE

Police Officers will be granted unpaid maternity leaves upon written application to the Chief which shall, so far as possible, be made at least six (6) months before the expected birth of the child. Such leave shall commence no earlier than five (5) months before the birth of the child except when an earlier time is recommended for medical reasons and no later than at such time as the Police Officer is unable in all respects to perform her normal duties and shall continue for a period of not exceeding six (6) months after the birth of the child. The Police Officer will not accumulate additional leave during maternity leave. However, upon return from such leave, prior accumulated leave days will be restored and the Police Officer will be placed on the salary schedule according to years of service.

### 14. HEALTH INSURANCE

A. Effective January 1, 1997, the City will pay 92.5% of the premium equivalent for either dependent, family or individual coverage as selected by the member for the Blue Cross/Blue Shield Regionwide Option IV Plan. In the event a member elects coverage under a qualified health maintenance organization in lieu of said Blue Cross/Blue Shield Regionwide Option IV Plan, it is agreed that the City will pay a dollar amount up to, but not exceeding, 92.5% of the dollar cost of the Blue Cross/Blue Shield Regionwide Option IV Plan.

B. Effective January 1, 1999, the City will pay 90% of the premium equivalent for either dependent, family and/or individual coverage as selected by the member for the BC/BS Regionwide Option IV Plan. In no event, shall an officer's insurance premium payment pursuant to Section 14(B) exceed \$500 annually. In the event a member elects coverage under a qualified health maintenance organization in lieu of said Blue Cross/Blue Shield Regionwide Option IV Plan, it is agreed that the City will pay a dollar amount up to but not exceeding 90% of the dollar cost of the Blue Cross/Blue Shield Regionwide Option IV Plan. The member will pay the difference in the premium in equal installments via payroll deduction each pay day.

C. The City shall have the right to change the health insurance carrier provided that the insurance coverage and plan benefits are equal to or better than that provided by the Blue Cross/Blue Shield Regionwide Option IV Plan.

D. Members who elect not to receive, or who are not receiving the health insurance program provided through this contract shall be entitled to a bi-weekly payment of Eighty Dollars (\$80.00) per pay

period for family coverage and a prorated amount for individual coverage. In order to be eligible for this payment, the member shall provide satisfactory proof to the City of alternative health insurance coverage. In the event that such member ceases to be eligible for continued coverage under his or her alternative health insurance, or the member requests to rejoin the plan provided by this contract, the bi-weekly payment shall cease. However, the City shall pay such employee an amount not to exceed the bi-weekly cost of the plan provided by this contract directly to the employee for the purpose of continuing said member's alternative health insurance under a conversion contract until said employee rejoins the plan provided under this contract.

#### 15. UNIFORM ALLOWANCE

A. Each member of the Police Bureau covered by this Agreement shall be allowed a Nine Hundred (\$900) Dollar uniform allowance for the year of 1997, 1998 and 1999. On or after January 1, 1999, the PBA reserves the right to re-open negotiations on this issue. If an officer leaves the employment of the City before July 1, he/she shall receive one-half of the uniform allowance. If he/she leaves after July 1 or after he/she will be entitled to the whole allowance

B. Said uniform allowance may also include reimbursement by the City for replacement of personal effects which have been damaged in the performance of duty and may be granted at the discretion of the Chief of Police. Payments are to be made one lump sum on or before March 1.

C. The City may implement a uniform supply or quarter-master system which will:

1. Provide cleaning and maintenance without charge.
2. Provide high quality equipment without charge.
3. Maintain and improve present standards of equipment and clothing without charge.

In the event said system is implemented, the uniform allowance shall be discontinued, provided that all purchase of uniform and equipment approved by the Chief of Police and made before January 1st each year of this agreement, will be paid for by the City, up to a limit of one half of the previous year's uniform allowance per officer; and those persons assigned to plain clothes duty shall receive a uniform allowance in the amount set forth above to be provided for each six months of service thereof in plain clothes.

#### 16. RETIREMENT PLAN

A. All members of the Bureau of Police covered by this agreement who were accepted into the Retirement System on or before June 30, 1973, will continue to receive Tier I Retirement Plan, including the one year averaging of final salary in accordance with Article 8, Section 302 (9) (d) of the New York State Retirement and Social Security law.

B. All members of the Bureau of Police covered by this Agreement who were accepted into the Retirement System on or after July 1, 1973, will receive the plan outlined in subsection (A) above as modified by the requirements of the applicable state statute now in effect.

C. All Bureau of Police members shall be eligible to elect the provisions of the New York State Retirement and Social Security law section 375(i) (the improved career plan).

#### 17. RELEASE TIME FOR PBA BUSINESS

The City will give appropriate release time with pay to two Police Officers and Delegates to attend the NYS Police Conference and functions and to the President of one Delegate for such other functions in relation to PBA business as from time to time become necessary. Said leave shall be at the discretion of the Chief of Police, whose approval of leave requests shall not be unreasonably withheld.

#### 18. GRIEVANCES

##### A. Discharge and Discipline

1. Any disciplinary action involving permanently appointed officers in this unit shall, unless waived, be processed in accordance with Sections 75 and 76 of the Civil Service Law.

2. Employees covered by this Agreement shall be entitled to representation by the PBA during the course of disciplinary proceedings.

3. Employees shall not be obligated to sign any department prepared admissions of guilt to be used in a disciplinary proceeding without first being given the opportunity to consult with a representative of the PBA. Said consultation shall, except under extenuating circumstances, take place within twenty-four hours of the initial request for the employee's admission.

4. Contract Administration - Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement shall be settled in the following manner.

Step 1. Within fifteen working days (Monday-Friday) from the

date of the occurrence of the event or action prompting the grievance, or within fifteen working days (Monday-Friday) after the officer(s) becomes aware of the event prompting the grievance, the PBA President or his/her designee shall meet with the Chief of Police to discuss and attempt to resolve the grievance or dispute.

Notice of the grievance shall be in writing, and the answer of the Chief of Police shall be submitted to the PBA in writing not more than five working days after said meeting.

Step 2. A. If the grievance or dispute is not resolved at Step 1, it may be submitted by the PBA President or his/her designee to the Mayor of the City of Binghamton. The submission shall be in writing, shall contain the reasons for dissatisfaction with Step 1 determination, and shall be submitted within fifteen working days of receipt of the Step 1 determination.

B. Within five (5) working days of receipt of the Step 2 grievance, the Mayor or his/her designee shall arrange to meet with the PBA to attempt to resolve the grievance. Said meeting shall consist of the Mayor of the City, or his/her designee, and not more than two other representatives of the City; and the PBA President or his/her designee, and not more than two other representatives of the PBA, and the grievant(s).

C. Within fifteen (15) working days of the aforesaid meeting, a written decision shall be rendered by the Mayor. If the PBA is dissatisfied with the Step 2 decision, the PBA may submit the grievance to single person arbitration by filing a demand with the City within fifteen (15) work days from receipt of the Step 2 decision.

The PBA within the same time period, shall file a request with the American Arbitration Association requesting a panel for the selection of an arbitrator in accordance with its rules.

The arbitration shall be pursued in accordance with rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon all parties. However the arbitrator shall not have the authority to vary the terms of the collective bargaining agreement between the parties.

All costs related to the arbitration process shall be equally shared by the PBA and the City.

If the City fails to comply with the foregoing limitations of time, the relief sought shall be granted; if the PBA fails to comply with the foregoing limitations of time, the grievance shall be deemed abandoned or settled upon the City's last answer. All time limits specified above may be extended by mutual agreement, not to be unreasonably withheld by either party.



19. PERSONNEL RECORD REVIEW

A. No letter of criticism, poor evaluation, or any other document which is derogatory in nature may be placed in an employee's official personnel file without providing the employee notice and an opportunity to respond. Should an employee disagree with all or part of such document, the employee shall have the right to place a response into his/her official personnel file.

B. When the City receives any letter of commendation for an employee, it shall place it in the employee's official personnel file, and the employee shall be provided a copy at the same time.

20. DURATION

This agreement shall become effective on January 1, 1997 and shall terminate on December 31, 1999, unless otherwise stated.

21. LEGISLATIVE ACTION

It is understood by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore shall not become effective until the appropriate body has given approval.

22. SALARY

A. Salaries for sergeants and above shall be:

	01/01/97	1/1/98	1/1/99
Sergeant	\$43,865	\$44,742	\$45,637
Lieutenant	\$46,457	\$47,386	\$48,334
Captain	\$50,559	\$51,570	\$52,601
Assistant Chief	\$54,416	\$55,504	\$56,614

B. The following rates apply to patrol officer:

GRADE	MONTHS IN SERVICE	01/01/97	1/1/98	1/1/99
GRADE 1	(36- )	\$39,962	\$40,761	\$41,576
GRADE 2	(24-36)	\$36,868	\$37,605	\$38,357
GRADE 3	(12-24)	\$33,542	\$34,213	\$34,897
PROBATIONARY	(0-12)	\$25,384	\$25,892	\$26,410

### C. Longevity Pay

Officers may receive longevity pay in the discretion of the Chief of Police as follows:

8 years of service - \$ 550  
12 years of service - \$1,100  
17 years of service - \$1,550

### D. Out of Title Work

Effective January 1, 1997, where any sergeant or lieutenant is validly assigned during the contract year to fill a temporary vacancy for more than twenty (20) days in a higher paying classification, he/she shall thereafter be entitled to the rate of pay of the next higher classification to the extent of funds provided for said purpose are available.

Payments for out of title work shall be made individually in lump sums within (20) days after the contract year.

### 23. SHIFT DIFFERENTIAL

A. On January 1, 1997 and thereafter all employees on Relief One shall receive an additional \$.75 per hour. On January 1, 1997 and thereafter all employees on Relief Three shall receive an additional \$.60 per hour commencing on January 1, 1997.

B. All employees on Relief One will receive regular paychecks during the relief which begins at 11 p.m. the day before regular city payday, no later than 5 p.m.

### 24. COLLEGE DEGREE INCENTIVE PAY

A. Each officer who holds a bachelor's degree from an accredited college or university shall receive \$300 per year in additional salary. Any officer who holds a bachelor degree is not entitled to the benefits of paragraph 24-B.

B. Each officer who holds an Associate Arts Degree in Police Science, Criminal Justice (or another AA degree satisfactorily related to police work in the discretion of the Chief), shall receive \$200 per year in additional salary.

C. This amount shall be paid in 26 equal installments, to coincide with regular payrolls, and shall be prorated from the time when an officer desiring this benefit presents proof of his qualifications to the Personnel Director.

### 26. FIREARMS QUALIFICATION

Each officer is required to demonstrate proficiency with the

service weapons in accordance with the program to be implemented by the City in its work rules.

## 27. POLICE LABOR-MANAGEMENT COMMITTEE

A Police Labor-Management Committee shall be established for the purpose of discussion at mutually acceptable times, matters of mutual concern, including but not limited to questions regarding continuing education and training, productivity and physical fitness, but not to include amendment of this Agreement. This committee shall be limited to three labor and three management members and shall meet at the request of either party upon reasonable notice to the other party, but not more often than once every month, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

## 28. WORK SCHEDULE

A. The Bureau of Police shall operate three reliefs, each of eight hours duration. The following features shall govern this work schedule.

1. Schedule Cycle: 5 days on duty - 2 days off duty
2. Shift Length: 8 hours
3. Work Week: 40 hours
4. Days Off: 104 per year (not including holidays, vacation, personal leave and sick leave)
5. Daily Staffing: 71% of the work force shall be on duty daily, 15 men daily if 21 assigned per shift.
6. Shift Rotation: None
7. Seniority: Police Officers shall select shift preference and fixed days off on the basis of seniority in grade for purposes of this Article. Said selection shall be made on an annual basis on or before the first day of November of each year. Seniority for purposes of this article is defined as length of service in the grade in which selection is being made rather than length of service in the police department.
8. Vacations: Vacations shall be selected by relief upon the basis of seniority with a maximum of three patrol officers and one superior officer on vacation on any given day.

B. This agreement is intended to supersede any previously implemented shift schedules be they established by a statute adopted prior to and inconsistent with Article 14 of the Civil Service Law, collectively negotiated or established by past practice in this Bureau.

C. In the event that any legal actions are commenced to challenge the implementation of this agreement, the Police Benevolent Association and the City agree to jointly appear and

defend this agreement as made herein.

D. This agreement shall have no effect on those members of the bargaining unit who are assigned to work regular office hours Monday through Friday at City Hall and such other special details which may be deemed necessary by the Chief.

#### 29. EXECUTION

No amendment or alteration of this Agreement shall be binding, unless it is in writing and signed by the Mayor with approval of City Council, if necessary, and by two duly authorized representatives of the PBA.

#### 30. SAVING CLAUSE

This agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been part of the Agreement.

#### 31. RETIREMENT INCENTIVE

In 1988 and thereafter all members who retire within one year and initially become eligible for retirement under the twenty year or twenty-five year plan will receive a payment of \$2,000.

#### 32. RETROACTIVITY

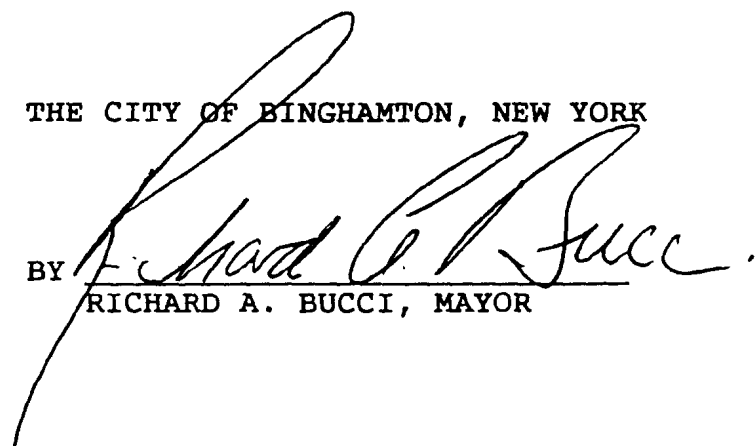
This contract is retroactive in all respects to January 1, 1997.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives.

DATED: Binghamton, New York  
April 7, 1997  
May

THE CITY OF BINGHAMTON, NEW YORK

BY

  
RICHARD A. BUCCI, MAYOR

THE BINGHAMTON POLICE BENEVOLENT ASSOCIATION, INC.

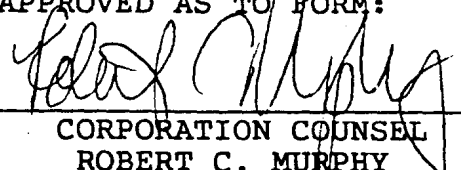
BY

  
DUANE J. SHAFFER, PRESIDENT

BY

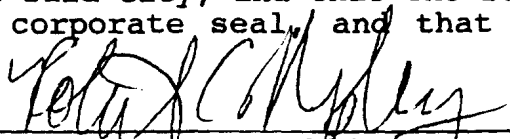
  
KONRAD W. BACH, TREASURER

APPROVED AS TO FORM:

  
CORPORATION COUNSEL  
ROBERT C. MURPHY

STATE OF NEW YORK )  
COUNTY OF BROOME ) SS:  
CITY OF BINGHAMTON )

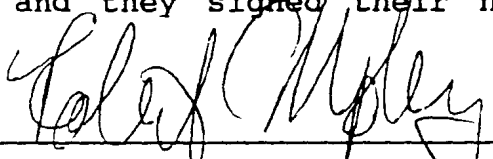
On this <sup>May</sup> 7<sup>th</sup> day of ~~April~~, 1997, before me, the subscriber personally came RICHARD A. BUCCI, who being duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the foregoing instrument; that he knows the seal of said City; and that the seal affixed to said instrument is such corporate seal, and that he signed his name thereto.

  
\_\_\_\_\_  
Notary Public

ROBERT C. MURPHY  
Notary Public, State of New York  
No. 02MU4982216  
Qualified in Broome County  
Commission Expires May 28, 1997

STATE OF NEW YORK )  
COUNTY OF BROOME ) SS:  
CITY OF BINGHAMTON )

On this <sup>May</sup> 7<sup>th</sup> day of ~~April~~, 1997, before me personally appeared Duane J. Shaffer, Jr. and Konrad W. Bach who being by me duly sworn, did depose and say: That they are the President and the Treasurer of the organization respectively named in and which executed the foregoing instrument and they signed their names thereto.

  
\_\_\_\_\_  
Notary Public

ROBERT C. MURPHY  
Notary Public, State of New York  
No. 02MU4982216  
Qualified in Broome County  
Commission Expires May 28, 1997